

## **REMARKS**

Claims 1-19 are pending. Claim 1 has been amended to replace “a predetermined” with “the predetermined” to provide proper antecedent basis for subsequent elements. No claims have been canceled. New claim 19 has been added. Applicant respectfully requests reconsideration of the claims in view of the following remarks.

### **35 U.S.C. §103 Rejections**

The Office Action of September 17, 2008 rejected claims 1-18 “under 35. U.S.C. §103(a) as being unpatentable over Conmy (US 2001/0014867) and further in view of Henneuse et al (US 5,963,913).” Applicants respectfully disagree, as explained more fully below.

Each of the independent claims (1, 10 and 14) require a reaction to (or a system or program code that reacts to) an action by an invitee on a web page, which reaction results in the use of information about a previously scheduled event (i.e., an event that has been scheduled to occur at a time that has already been determined). A person who desires to add the scheduled event to his or her calendar can do so by taking action on the web page (for example, by clicking on a link). The action on the web page then causes the receipt by a computer of a “schedule request,” wherein the schedule request includes information about the previously scheduled event. Specifically, the schedule request includes the predetermined time for the event. The subsequent actions (that result in the adding the event to the person’s calendar) then flow from that action taken by the person on the web page. Clearly, such actions occur after the time for the event has been determined.

In contrast, Applicants note that the focus of both Conmy and Henneuse is to identify a group of desired attendees, and then determine when those people are available to attend. With that information, a time for the desired event can be determined, based on when people are available to attend. The use of web pages by the invitees in Conmy and Henneuse is limited to communication with the person scheduling the event about their

availability. As such, the use of web pages by the invitees in Conmy and Henneuse occurs before the time for the event has been determined.

As will be discussed more fully below, the cited references, Conmy and Henneuse, do not teach all the limitations of the present claims.

A. Link in a Web Page

Independent claim 10 requires “a first link, inserted in a web page . . . .” As described in more detail below, neither Conmy nor Henneuse anticipate the claim 10, nor does the combination of Conmy and Henneuse render claim 10 obvious.

As noted in the Office Action, Conmy “did not disclose in detail, ‘a first link, inserted in a web page associated with the event creator and including the event.’”

Instead, the Office Action cites Henneuse at column 1, lines 63-67, and column 2, lines 1-3 for this element. The cited text is repeated below (underlining added):

“The server application then receives reply information submitted by the requested participants using client applications to access the event reply page. The server application processes this reply information together with the original event information to generate one or more potential schedules. Based upon these potential schedules, the server application updates the event confirmation page. The server application then receives an event confirmation submitted by the scheduler using a client application to access the event confirmation page. In response, the server application then creates and sends a message to each available participant to provide the schedule for the event. In one implementation, the event definition page, event reply page and event confirmation page are web pages on an Internet.”

The foregoing passage does not anticipate the missing “link” for at least the following reasons.

- (1) First, the foregoing passage does not say anything about a link. Clearly, therefore, the foregoing passage does not teach the missing element of “a first link, inserted in a web page associated with the event creator and including the event.”
- (2) Second, the foregoing passage discusses action taken “by the scheduler.” The “scheduler” in Henneuse is “a user who desires to schedule an event” (Henneuse, column 2, lines 52-53). In contrast, the present claims respond to actions by the invitee, not actions by the scheduler. Therefore, even if Henneuse did teach a link by which an invitee could take action on a web page (which Henneuse does not), Henneuse still does not teach a link that is acted upon by the invitee to initiate the reactions that result in the event being added to the invitee’s calendar.

Applicants also note that the foregoing passage mentions actions taken by the “requested participants” on “the event reply page.” However, that part of the passage also fails to teach the missing “link.” In any event, as discussed in more detail below, actions taken by “requested participants” before the time for the event has been determined cannot anticipate the required elements of the present claims. Applicants note that in the foregoing passage, the actions are taken by “requested participants” before the time for the event has been determined (since the input from the “requested participants” is used to generate “potential schedules”), and also note that generating “potential schedules” would not make sense if an actual schedule had already been determined.

Therefore, neither Conmy nor Henneuse, nor the combination of Conmy and Henneuse, teach a link on a web page by which an invitee takes action after a time for the event has been determined, which action initiates a sequence of things that occur and result in the event being added to the invitee’s calendar, as described in present claim 10. Accordingly, for at least this reason, the present claim 10 is not anticipated by, or obvious in view of, Conmy, Henneuse, or the combination of Conmy and Henneuse.

In addition, Conmy and Henneuse also fail to teach other aspects of the present claims, as discussed more fully below.

#### B. Schedule Request Including A Predetermined Time

The present claims each require a “schedule request” that includes “the predetermined time for the event.” In turn, the “schedule request” is created and/or employed in reaction to “action by the invitee on a web page” (as per claim 1 and 14), including the selection of a link by the invitee (as recited in claim 10). As will be discussed below, neither Conmy nor Henneuse, nor the combination of Conmy and Henneuse, teach such a “schedule request.” Therefore, neither Conmy nor Henneuse, nor the combination of Conmy and Henneuse, anticipate the claims.

Because a “schedule request” includes “the predetermined time for the event,” such a “schedule request” can only be created after the time for the event has been determined (in other words, the time for the event must be predetermined in order to be able to create a “schedule request”). As a consequence, one way to determine whether a “schedule request” can be created is by examining its timing with respect to the action on a web page by the invitee.

Clearly, action taken on a web page before the time for the event has been determined cannot result in the creation of a “schedule request” because a key ingredient of a “schedule request” (the predetermined time for the event) does not yet exist. Therefore, in the present claims, the claimed action by invitees on a web page, and the creation and use of the “schedule request,” occur after the time for the event has been determined.

In contrast to the present claims, the use of web pages by the invitees in Conmy and Henneuse occurs before the time for the event has been determined, since their use of web pages is for communication between potential attendees and the person scheduling the event, in the process of determining when people are available to attend. As such, it is clear that the use of web pages in Conmy and Henneuse cannot result in the creation of a “schedule request” that includes “the predetermined time for the event.” Accordingly, Conmy and Henneuse cannot teach a “schedule request” that includes “the predetermined

time for the event” and that is created or used as a reaction to an action by an invitee on a web page.

To facilitate the comparison of the times and actions of Conmy (and Henneuse) and the times and actions of the present claims, applicants have created a timeline, presented below in Appendix A to this response. From this simple diagram, it can clearly be seen that neither Conmy nor Henneuse, nor their combination, can anticipate the creation and use of a “schedule request” that includes “the predetermined time for the event” as a result of action by an invitee on a web page, since their use of web pages by potential attendees occurs only before the time for the event has been determined.

Nevertheless, for the element of a creating a “schedule request” that includes “the predetermined time for the event” in response to action by an invitee, the Office Action cites paragraphs 67 and 77 of Conmy. These paragraphs are repeated and addressed below, in order.

The text of Conmy’s paragraph 67 reads:

“[0067] The scheduling of group events and rooms via Lotus Notes and Domino has certain advantages. For example it enables a user to: select attendees from the Lotus Notes Name & Address book; view free and busy times by person or date in real time and pick from a list of available free times; send an e-mail invitation to non-Calendar users automatically; specify required or optional attendance; attach a file, such as a event agenda, to the event invitation; propose changes to event times and/or days by dragging and dropping; accept, decline, delegate or re schedule a event invitation; and see who has accepted, declined or delegated a event invitation at a glance.”

Nothing in Conmy’s paragraph 67 teaches or suggests anything about a “schedule request” that is (a) created as a result of action on a web page by an invitee, or that (b) includes “the predetermined time for the event.” Therefore, Conmy’s paragraph 67 fails to anticipate

the creation or use of a “schedule request” that includes “the predetermined time for the event.”

The text of Conmy’s paragraph 77 reads:

“[0077] A further advantage of the present invention is the provision of remote access and mobile scheduling. Mobile and disconnected users are provided nearly the same C&S functionality that is available to them when they are connected to the LAN. The invention lets users take their calendars on the road; receive and automatically synchronize calendar information on an as- needed basis; create and modify group events away from the office; and provide the option to access scheduling information in real time. Also, Web server and browser technology that allows users to access calendar information across the Internet is incorporated in the present invention.”

Nothing in Conmy’s paragraph 77 teaches or suggests anything about a “schedule request” that is (a) created as a result of action on a web page by an invitee, or that (b) includes “the predetermined time for the event.” Therefore, Conmy’s paragraph 77 also fails to anticipate the creation or use of a “schedule request” that includes “the predetermined time for the event.”

In summary, it is clear that a “schedule request” in the present claims is created in response to action by an invitee on a web page after the time for the event has been determined. The use of web pages by potential attendees in Conmy and Henneuse occurs before the time for the event has been determined. Therefore, for at least this reason, neither Conmy nor Henneuse, nor the combination of Conmy and Henneuse, teach the creation or application of a “schedule request” in response to action by an invitee on a web page, as per the present claims.

Accordingly, for at least the foregoing reasons, the present claims are not anticipated by, or obvious in view of, Conmy, Henneuse, or the combination of Conmy and Henneuse.

### **35 U.S.C. §112 Rejections**

The office action dated March 6, 2008, included a rejection of then-pending independent claim 14, and its dependent claims 15 – 18, under 35 U.S.C. §112. In their amendment filed August 1, 2008, Applicants addressed the 35 U.S.C. §112 rejection in the ways discussed by Applicants' attorney and Examiner Mirza and Supervisory Patent Examiner Cardone in the telephonic Examiner's interview on July 1, 2008. Specifically, the August 1, 2008 amendment amended independent claim 14 to remove the phrase "for use with a computer."

The current office action of September 17, 2008 did not include a rejection of any claims under 35 U.S.C. §112. However, in the office action, Examiner responded to the Applicants' arguments from the August 1, 2008 amendment as follows.

B. Applicant argued that office action does not point out any word or phrase in any of these claims that is, or causes the claims to be indefinite, nor does the office action identify any other grounds on which the claims may be considered.

As to applicants argument Examiner disclosed that computer failed to define computer readable medium within the specs and the word tangible computer is being indefinite therefore the claims stand rejected under 112 rejection.

Applicants note Examiner's conclusion: "therefore the claims stand rejected under 112 rejection." Accordingly, it is not clear to Applicants whether there are a pending rejections under 35 U.S.C. §112.

Nevertheless, Applicants wish to draw Examiner's attention to paragraph 38 of the published application [US 2002/0184321 A1, published December 5, 2002], which supports computer readable media. Excerpts from that paragraph are repeated below (underlining added for emphasis):

"[0038] Alternative embodiments of the invention may be implemented as a computer program product for use with a computer system. Such

implementation may include a series of computer instructions fixed either on a tangible medium, such as a computer readable media (e.g., a diskette, CD-ROM, ROM or fixed disk) . . . Furthermore, such instructions may be stored in any memory device, such as a semiconductor, magnetic, optical or other memory devices . . . It is expected such a computer program product may be distributed as a removable computer program product with accompanying printed or electronic documentation (e.g., shrink wrapped software), preloaded with a computer system (e.g., on system ROM or fixed disk), or distributed from a server or electronic bulletin board over the network (e.g., the Internet or World Wide Web).”

Applicants also note that Fig. 2 illustrates computers for use in embodiments of the presently claimed invention, such as computers 202 and servers 208, for example.

Therefore, applicants believe that none of claims 14 – 18 are indefinite, and in any event, all terms are supported by the specification. As such, Applicants believe that claims 14 – 18 meet the requirement of 35 U.S.C. §112 and are allowable.

#### **New Claim 19**

Applicants have added a new claim 19 to further point out and claim a novel embodiment of the presently claimed invention.

All pending claims are believed to be in a form suitable for allowance. Therefore, the application is believed to be in a condition for allowance. The Applicant respectfully requests early allowance of the application. The Applicant requests that the Examiner contact the undersigned, Thomas J. Tuytschaevers, if it will assist further examination of this application.

Applicant petitions for a one (1) month extension of time. In the event that a further extension is needed, this conditional petition of extension is hereby submitted. Applicant requests that deposit account number 19-4972 be charged for any fees that may be required for the timely consideration of this application.



Date: January 5, 2009

Respectfully submitted,

/Thomas J. Tuytschaevers; 42,190/

Thomas J. Tuytschaevers  
Registration No. 42,190  
Attorney for Applicant

Bromberg & Sunstein LLP  
125 Summer Street  
Boston, Massachusetts 02110-1618  
Tel: (617) 443-9292  
Fax: (617) 443-0004

02857/00106 959883.1